



OKLAHOMA CITY  
COMMUNITY FOUNDATION

*Helping you help the community*

**GIFT ANNUITY AGREEMENT**

**One Life  
Immediate Payments**

This Agreement is made this [number] day of [month], [year], between

[NAME OF DONOR],

who presently resides at [street address], [city], [state] [ZIP Code], (hereinafter sometimes referred to as "the Donor"), and

**OKLAHOMA CITY COMMUNITY FOUNDATION, INC.**

a not-for-profit corporation organized under the laws of the State of Oklahoma, with offices presently at 1300 N. Broadway Drive, Oklahoma City, OK 73103 hereinafter sometimes referred to as "Community Foundation" or "the Charity".

**1. Transfer of Property by Donor**

The Donor, intending in part to make a charitable gift to and for the benefit of \_\_\_\_\_ Fund at the Oklahoma City Community Foundation, hereby irrevocably transfers to Oklahoma City Community Foundation, and the Charity hereby acknowledges receipt of, the [type of asset] described in Schedule A attached hereto, the fair market value of which is [Dollar amount in words] (\$ [Amount in figures]).

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, the Oklahoma City Community Foundation shall pay to [name of Donor or other Annuitant], presently residing at [street address], [city], [state] [ZIP Code], hereinafter "the Annuitant") an annual annuity of [annual annuity amount in words] (\$[amount in figures]),

commencing on [date of first payment] and continuing for the rest of [his/her] life. If [name of Donor or other Annuitant] dies before [date of first payment], the Charity is released from all obligations under this Agreement.

### **3. Payment Dates; First Installment**

The gift annuity shall be paid in quarterly installments of \$[payment amount in figures] on the 30<sup>th</sup> day of March, June, September and December beginning on [date of first payment] with the first installment in the amount of [first installment amount in words] ([\$figures]). The payments shall be made by check and mailed to the annuitant's address noted in this agreement until the annuitant notifies the charity in writing to change the mailing address for the payments.

### **4. Birth Date of Annuitant**

The Annuitant's date of birth is [month, day, year] and [his/her] age to the nearest year is [age in words] (age as number).

### **5. Payment Correction**

If the birth date of the Annuitant should be found to be incorrect, the amount payable or benefit accruing under this Agreement, at any time, shall be such as would have been provided according to the correct birth date. If any underpayment or overpayment has been made on account of such misstatement, any such underpayment shall promptly be paid to the annuitant, and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the annuitant.

### **6. Nonassignability; Termination**

This annuity is non-assignable. The Charity's obligation under this agreement shall terminate with the regular payment preceding or coincident with the Annuitant's death. Upon termination of this Agreement, the Charity shall cause to be distributed to \_\_\_\_\_ Fund at the Oklahoma City Community Foundation, an amount equal to the remainder of the Donors' gift as determined by the Oklahoma City Community Foundation.

### **7. Uses and Purposes of Gift**

Upon satisfying the Charity's obligation under this agreement, an amount equal to the remainder of the gift shall be used by the Oklahoma City Community Foundation for purposes set forth in the \_\_\_\_\_ Fund agreement.

**8. Entire Agreement; Governing Law**

This agreement constitutes the entire agreement of the parties. This agreement is executed in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, the state of residence of the annuitants when this agreement is delivered to the annuitants. In the event that Oklahoma laws or regulations differ with regard to a specific requirement relating to minimum reserve requirements or solvency standards applicable to charitable annuity agreements, the more stringent requirement or standard will be applicable to this agreement. In no circumstance may any minimum reserve requirement or solvency standard applied to this agreement fall below the minimum standards imposed by the more stringent of the laws or regulations of the State of Oklahoma.

A charitable gift is not regulated by the Oklahoma Insurance Department and is not protected by a guaranty association affiliated with the Oklahoma Insurance Department.

IN WITNESS WHEREOF, the Charity and Donor have executed this Gift

Annuity Agreement No. [00-~~IXX~~] in [**number of copies**] counterparts, each of which shall be deemed an original, on the date first stated above.

DONOR: OKLAHOMA CITY COMMUNITY FOUNDATION

By: \_\_\_\_\_  
[Name of Donor]  
[Social Security Number]

By: \_\_\_\_\_  
[Name of Officer Signing]  
[Title of Officer Signing]

WITNESSED:

ATTEST:

By: \_\_\_\_\_  
[Name of Executive Attesting]  
[Title of Executive Attesting]

By: \_\_\_\_\_  
[Name of Executive Attesting]  
[Title of Executive Attesting]

\_\_\_\_\_  
[Name of witness] please print

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]

**SCHEDULE A**

The following assets were irrevocably given to Oklahoma City Community Foundation by the Donor, [Name of Donor] of [City, State] under Gift Annuity Agreement No. [00-1XX] on the gift date, [month, day, year].

**Cash in the Amount of [Amount in Words] (\$ Amount in Numbers), and/or  
[Number] shares of [Name of Company] common stock  
- - - \* \* \* - - -**

F:\OFFICE\Develpmt\Charitable Gift Annuity Contracts\ega immediate one life.doc